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Average Gross Revenues (2001-2003) = \$27,739.00

4. **Affiliates Of Controlling Interests In The Applicant**

- a. C9 Wireless, a State of Delaware Limited Liability Company, holds a 15 percent member interest in Royal and is entitled to appoint a majority of the Members of the Management Committee. C9 Wireless was formed on November 22, 2004. It had no gross revenue in any of the relevant 3 calendar years.

2001 Gross Revenues = \$0

2002 Gross Revenues = \$0

2003 Gross Revenues = \$0

Average Gross Revenues (2001-2003) = \$0

- b. Robert A. Gerard, a U.S. citizen, is the sole managing member of C9 Wireless, a Member of and the Chairman of the Management Committee and the Chief Executive Officer of Royal. In accordance with Section 1.2110(c)(2)(ii)(F) of the Commission's Rules, the personal net worth and income of Mr. Gerard is not attributed to Royal. However, the following gross revenues are attributable to Royal based on Section 1.2110(c)(5) of the Commission's Rules³.

- (i) Loti G. Gaffney Irrevocable Trust U/W/O Leon Falk - Loti G. Gaffney is Mr. Gerard's mother and Mr. Gerard is a trustee of this trust for the benefit of his mother. The attributable gross revenues are as follows:

2001 Gross Revenues = \$1,827,925.00

2002 Gross Revenues = \$1,457,915.00

2003 Gross Revenues = \$3,257,173.00

Average Gross Revenues (2001-2003) = \$2,181,004.00

³ Royal is including the revenues attributable to Mr. Gerard's spouse, kin and family investment partnership out of an abundance of caution. In some instances, the cited entities may not be under the control of Royal or Royal's controlling officer, Mr. Gerard. In addition, the revenues and assets associated with family investment partnerships established for estate planning purposes should be deemed personal income, not business revenues, and considered to be part of the individual's personal net worth, since these are not "business entities." The other members of Royal's Management Committee have no attributable gross revenues based on Section 1.2110 (c)(2)(ii)(F) of the Commission's Rules.

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- (ii) Loti G. Gaffney Irrevocable Trust F/B/O Robert G. Gerard - Loti G. Gaffney is Mr. Gerard's mother and Mr. Gerard is a trustee of this trust for the benefit of his son. The attributable gross revenues are as follows:

2001 Gross Revenues = \$25,776.00

2002 Gross Revenues = \$24,516.00

2003 Gross Revenues = \$92,600.00

Average Gross Revenues (2001-2003) = \$47,631.00

- (iii) Loti G. Gaffney Irrevocable Trust F/B/O William A. Gerard - Loti G. Gaffney is Mr. Gerard's mother and Mr. Gerard is a trustee of this trust for the benefit of his son. The attributable gross revenues are as follows:

2001 Gross Revenues = \$29,359.00

2002 Gross Revenues = \$16,010.00

2003 Gross Revenues = \$88,076.00

Average Gross Revenues (2001-2003) = \$44,482.00

- (iv) Loti G. Gaffney 2002 Grantor Trust - Loti G. Gaffney is Mr. Gerard's mother and Mr. Gerard has investment authority with respect to this trust, for which his mother is the trustee. The attributable gross revenues are as follows:

2001 Gross Revenues = \$0

2002 Gross Revenues = \$0

2003 Gross Revenues = \$4,612,828.00

Average Gross Revenues (2001-2003) = \$1,537,609.00

- (v) GFP, L.P. - Mr. Gerard is the General Partner of GFP, L.P., a State of Delaware Limited Partnership. GFP, L.P. is a family investment partnership established by Mr. Gerard for himself and certain family members for estate planning purposes. The attributable gross revenues are as follows:

2001 Gross Revenues = \$831,254.00

2002 Gross Revenues = \$1,276,640.00

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2003 Gross Revenues = \$756,271.00

Average Gross Revenues (2001-2003) = \$954,722.00

- (vi) Celia Coolidge Gerard 1995 Trust – Mr. Gerard's wife is a trustee of this trust for his daughter. The attributable gross revenues are as follows:

2001 Gross Revenues = \$124,183.00

2002 Gross Revenues = \$46,890.00

2003 Gross Revenues = \$40,479.00

Average Gross Revenues (2001-2003) = \$70,517.00

- (vii) Robert G. Gerard 1995 Trust – Mr. Gerard's wife is a trustee of this trust for his son. The attributable gross revenues are as follows:

2001 Gross Revenues = \$45,704.00

2002 Gross Revenues = \$24,753.00

2003 Gross Revenues = \$4,820.00

Average Gross Revenues (2001-2003) = \$25,092.00

- (viii) William A. Gerard 1995 Trust – Mr. Gerard's wife is a trustee of this trust for his son. The attributable gross revenues are as follows:

2001 Gross Revenues = \$54,483.00

2002 Gross Revenues = \$18,398.00

2003 Gross Revenues = \$10,337.00

Average Gross Revenues (2001-2003) = \$27,739.00

5. Cumulative And Aggregated

The cumulative and aggregated gross revenues for Royal, its affiliates, its controlling interests and the affiliates of its controlling interests for the last 3 calendar years are as follows⁴:

2001 Gross Revenues = \$2,938,684.00

⁴ As set forth in footnotes 1 through 3 of this Exhibit D, the Applicant, out of an abundance of caution, has included in these totals revenues and assets that should be deemed non-attributable personal net worth.

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2002 Gross Revenues = \$2,865,122.00

2003 Gross Revenues = \$8,862,584.00

The cumulative average annual Gross Revenues for the years 2001, 2002 and 2003 was \$4,888,797.00.

EXHIBIT E: AGREEMENTS & OTHER INSTRUMENTS

Royal Street Communications, LLC ("Royal") herein provides in Section I below a detailed explanation of the terms and conditions and parties involved in any agreements or arrangements entered into relating to the competitive bidding process in Auction No. 58 prior to the time the bidding was completed.

In addition, Royal lists and summarizes in Section II below all (a) agreements that support its eligibility as a very small business, including those that establish C9 Wireless, LLC's *de facto* and *de jure* control over Royal and (b) any investor protection agreements, including rights of first refusal, supermajority clauses, options, veto rights and rights to hire and fire employees and to appoint members to boards of directors or management committees.

I. Auction-Related Agreements

Royal reported in its FCC Form 175, Exhibit B that it had entered into auction-related agreements, arrangements or understandings with the following parties:

GWI PCS1, Inc.
MetroPCS Wireless, Inc.
MetroPCS, Inc.
MetroPCS Communications, Inc.
All States 1031 X-Change Facilitator, LLC
Cellco Partnership d/b/a Verizon Wireless

This Section provides the description of these agreements as required by Section 1.2107(d) of the FCC Rules.¹

¹ The FCC Form 175 application filed by Edge Wireless LLC ("Edge"), in which Cingular Wireless LLC ("CW") is an attributable interest holder, reported that CW had entered into a series of agreements including one with MetroPCS Wireless, Inc. and MetroPCS Communications, Inc. (collectively, MPCs). The Edge disclosure, which arose out of the series of divestitures CW was making as conditions to the approved merger with AT&T Wireless, expressly indicated that "CW does not believe that these agreements are required to be disclosed under Section 1.2105(a)(2)(viii)" and that the agreements were being reported "out of an abundance of caution." Edge Wireless, FCC Form 175, Exhibit B, pp. 1-2.

Royal Street did not report the agreement between its attributable interest holder MPCs and CW because the agreement related to existing licenses in two markets (Detroit MI and Dallas TX) that were not involved in Auction No. 58. Royal continues to be of the view that the MPCs/CW agreement was not a reportable auction-related agreement, but offers the following description of the agreement for the information of the Commission. On November 28, 2004, CW (along with its indirect wholly-owned subsidiary New Cingular Wireless PCS, LLC) entered into an agreement to divest 10 MHz of PCS spectrum in the Detroit and Dallas BTAs to MPCs. The divestiture fulfills, in part, the government-ordered divestiture of CMRS properties as a condition of the approval of the Cingular/AWS merger. Applications to effectuate the divestiture in a two step transaction involving MetroPCS affiliate GWI PCS1, Inc. were granted by the FCC on February 1, 2005. See Public Notice, Rep. No. 2062 (rel. Feb 2, 2005 (Lead File No. 0001967542)). The step one application was consummated on February 23, 2005.

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A. Agreements with GWI PCS1, Inc., MetroPCS Wireless, Inc., MetroPCS, Inc. and MetroPCS Communications, Inc.

GWPCS1, Inc., MetroPCS Wireless, Inc., and MetroPCS, Inc. are all wholly owned indirect or direct subsidiaries of MetroPCS Communications, Inc. (collectively, all of these companies are referred to herein as "MetroPCS"). MetroPCS is a licensed PCS service provider and certain of the MetroPCS companies are non-controlling interest holders in Royal as set forth in the Royal's FCC Form 602 ("Ownership Report"). The reference in the FCC Form 175 to agreements with MetroPCS referred to the various agreements that are described in detail in Section II below of this Exhibit E. The descriptions are incorporated here by reference.

B. Agreement With All States X-Change Facilitator LLC

Prior to filing its FCC Form 175 application, Royal was considering the possibility of accepting a capital contribution from its Member GWPCS1, Inc. ("GWI") in the form of PCS spectrum and then participating in an exchange of the spectrum in order to fund Royal's operations. The possible transaction was to be structured as a tax-free exchange involving a qualified intermediary ("QI") and Royal had reached an agreement in principle with All States 1031 X-Change Facilitator, LLC ("All States") to act as the QI if the exchange transaction went forward.² Ultimately, the transaction was abandoned and the contribution of spectrum to Royal did not occur.

C. Agreement with Cellco Partnership d/b/a Verizon Wireless

On November 30, 2004, Cellco Partnership d/b/a Verizon Wireless ("Cellco") and Royal member MetroPCS, Inc. entered into a written agreement in principle pertaining to (1) an intercarrier services agreement whereby Cellco would provide voice roaming services to customers of MetroPCS' and related companies in presently owned and after-acquired markets when the customers were roaming in Cellco's' and its affiliates' wireless operating markets in the United States; (2) an asset purchase agreement whereby Cellco would purchase 10 MHz of spectrum disaggregated from a 30 MHz PCS license held by MetroPCS affiliate GWI in the San Francisco Basic Trading Area ("BTA"); and (3) the right of Cellco to enter into a lease with respect to the spectrum being acquired pending closing from MetroPCS affiliate GWI. The agreement in principle contained explicit provisions to prevent the exchange of any information pertaining to Auction No. 58 bids, bidding strategy, post-auction market structure or auction-related settlement agreements.

The agreement in principle culminated in a definitive Intercarrier Roamer Service Agreement, a License Purchase Agreement, and a Short-Term Spectrum Manager Lease Agreement all between Cellco and MetroPCS, Inc. and/or GWI covering the same 10 MHz of PCS spectrum in the San Francisco BTA that is the subject of the License Purchase Agreement, each dated February 24, 2005. On March 2, 2005, Cellco and GWS filed an application with the FCC seeking consent to

² See, e.g., FCC File No. 0001967324. Although the contemplated arrangement with All States did not pertain directly to Auction No. 58, Royal Street reported it out of an abundance of caution.

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the partial assignment (FCC File No. 0002049847) and on March 3, the parties filed a notification pertaining to the spectrum manager lease (FCC File No. 0002067089).

Royal is not signatory to the agreements with Celco but any markets licensed to Royal will be eligible for inclusion in the roaming arrangement because of the investment of MetroPCS in Royal.

II. Designated Entity-Related Agreements

Royal is a three (3) member limited liability company ("LLC") formed under the laws of the State of Delaware. Under the Royal LLC Agreement ("LLC Agreement") the controlling member of Royal is C9 Wireless, LLC, also a Delaware limited liability company ("C9"). Robert A. Gerard, a U.S. citizen, owns 100% of the membership interests in C9 and is its sole manager. Mr. Gerard is also the Chairman of the Royal Management Committee ("Committee") and Chief Executive Officer of Royal.

The non-controlling investors in Royal are: GWI, a Delaware Corporation and MetroPCS, Inc., also a Delaware corporation. Both GWI and MetroPCS are wholly owned subsidiaries, direct or indirect, of MetroPCS Communications, Inc., another Delaware corporation ("MetroPCS Communications").

A. Overview

There are three agreements that relate to Royal's participation in the competitive bidding process entered into prior to the time the bidding process in Auction No. 58 was completed: (a) the LLC Agreement, (b) a Bidding Protocol Agreement and (c) certain Credit Agreements. Both the Bidding Protocol and Credit Agreements are contemplated by the terms of the LLC Agreement.

1. LLC Agreement

The LLC Agreement, dated November 24, 2004, forms Royal, with C9, GWI and MetroPCS, Inc. as its initial members and with a principal purpose to participate in Auction No. 58 as a very small business and own and operating licenses obtained therein.

Royal is governed by a five (5) member Management Committee ("Committee") which is controlled by C9, which, as noted above, is in turn controlled by Mr. Gerard. In accordance with Section 6.1 of the LLC Agreement, the Committee decided that the upfront payment for Auction No. 58 would be \$25,000,000.

A detailed description of the LLC Agreement is included in Section II.B. below.

With respect to the competitive bidding process, Section 4.3 of the LLC Agreement contemplated that C9, GWI and MetroPCS, Inc. would enter into a separate, further agreement setting forth the processes and procedures to be employed in connection with Royal's actual participation in Auction No. 58. The resulting Bidding Protocol Agreement is

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described in Section II.A.2 below. Section 4.6 of the LLC Agreement also commits C9 to participate in Auction No. 58 through Royal.

2. Bidding Protocol Agreement

In accordance with Section 4.3 of the LLC Agreement, Royal, C9, GWI and MetroPCS, Inc. entered into a Bidding Protocol Agreement effective January 24, 2005 ("BPA"). The BPA established a three (3) member Auction Committee, with two members appointed by C9 and one by MetroPCS, Inc. and GWI. Robert A. Gerard served as the Chairman of the Auction Committee, which, pursuant to the BPA, directed Royal's bidding in Auction No. 58.

The BPA established target markets and authorized bid limits for Royal with respect to the licenses available in those markets. The Auction Committee established a bidding strategy consistent with the targeted markets and bid limits. The Auction Committee acted by majority vote, except a unanimous vote was required to (i) increase a bid for a particular license by more than the minimum amount required by the FCC rules, (ii) add or delete licenses from the targeted markets, (iii) submit bids for licenses in other than the targeted markets, (iv) increase the authorized bid limits, (v) withdraw any bid placed in Auction No. 58 and (vi) to exercise a waiver during Auction No. 58.

The BPA will expire by its own terms upon the submission of the Form 601 for the licenses for which Royal was the high bidder in Auction No. 58.

3. Credit Agreements

The LLC Agreement called for initial capital contributions by its members in the total amount of \$6,667,000 (C9 = \$1,000,000; GWI = \$5,000,000; and MetroPCS, Inc. = \$666,667) ("Capital Contribution"). To fund the difference between that amount and Royal's upfront payment of \$25,000,000, on December 22, 2004 Royal entered into a Credit Agreement with MetroPCS to borrow the differential of \$18,333,000 ("Initial Credit Agreement").

Under the terms of Section 5.1 of the Initial Credit Agreement, these funds, pursuant to the FCC's rules, would all be applied toward payment for the licenses for which Royal was the high bidder. Royal can prepay the loan at any time without penalty. The loan matures 7.5 years after execution. In the early stages of the loan (e.g., prior to system construction) interest payments are deferred and all accrued interest is added to the principal. Interest accrues on the loan at a market rate, compounded quarterly except if the Services Agreement (described below) is terminated. Royal's obligations under the Initial Credit Agreement are secured by Royal's assets, consistent with the limitations under the FCC's rules. These security interests are granted pursuant to a separate Security Agreement and a Pledge Agreement.

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On January 24, 2005 the Initial Credit Agreement was amended and restated ("Amended and Restated Credit Agreement"). The principal purpose of the amendment and restatement was to increase the potential loan amount to the lesser of (a) \$300,000,000 (less the amount of the Capital Contribution) or (b) the maximum amount that MetroPCS, Inc. is permitted to lend under its borrowing facilities.

A second credit agreement, between Royal and MetroPCS Communications, was also entered into on January 24, 2005 ("Second Credit Agreement") on identical terms, to permit borrowing up to a total of \$300,000,000 between the lending facility and the Amended and Restated Credit Agreement in the event that the total borrowing permitted under the terms of the Amended and Restated Credit Agreement would be less than that amount.

As in the case of the Initial Credit Agreement, the loans are secured by Royal's assets, consistent with limitations under FCC rules, with such security interests reflected by a separate Security Agreement and Pledge Agreement.

B. Agreements That Establish Eligibility As A Very Small Business Designated Entity ("VSB DE"), Including Investor Protection Provisions

The relevant agreements establishing and supporting Royal's eligibility as a very small business and C9's *de jure* and *de facto* control are as follows: (a) LLC Agreement, (b) Bidding Protocol Agreement, (c) Services Agreement, (d) the Letter of Credit Agreement, and (e) the Credit Agreements. These are the agreements that also include any investor protection agreements required to be disclosed by 47 CFR § 1.112(b)(2)(ii) of the Commission's rules.

1. Background

As noted above, Royal is a three (3) member limited liability company formed under the laws of the State of Delaware. The controlling member of Royal is C9, also a Delaware Limited Liability Company, which holds a 15% member interest. Robert A. Gerard, a U.S. citizen, owns 100% of the membership interests in C9 and is its sole manager.

The non-controlling investor members in Royal are: GWI, a Delaware corporation, and MetroPCS, Inc., a Delaware corporation. Both GWI and MetroPCS are wholly-owned subsidiaries, direct or indirect, of MetroPCS Communications. Collectively, GWI and MetroPCS, Inc. hold an 85% member interest in Royal.

2. The LLC Agreement

The LLC Agreement expressly establishes C9 as the controlling member of Royal with both *de facto* and *de jure* control of Royal. This control manifests itself in many ways, including:

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a. The LLC Agreement vests day-to-day control of the enterprise in the five (5) member Committee and C9 has the unfettered right to appoint three (3) of the five (5) members of the Committee. Section 6.1(b), (c).

b. C9 also has the power to designate the Chairman of the Committee. C9 has exercised this authority by appointing C9's sole member and manager, Robert Gerard, as the Royal Committee Chairman. Section 6.1(c).

c. The LLC Agreement provides that the Chairman (Mr. Gerard) shall have the authority to cast the vote of any C9 Committee member whose seat is vacant, thus assuring that C9 and Mr. Gerard will retain at all times a majority of the votes on the Committee. Section 6.1(c).

d. The LLC Agreement designates Mr. Gerard as the Chief Executive Officer ("CEO") of Royal and C9, through its control of the Committee, controls any successor. Section 6.12.

e. Except for certain major corporate matters outlined in Section III.A.2 below, decisions of the Committee are made by a simple majority vote of the members of the Committee. Section 6.1(e). Under Section 6.1(f) of the LLC Agreement the Committee, controlled by C9, has the authority, by simple majority vote, among other things:

(i) to execute and deliver or to authorize the execution and delivery of real and personal property (whether leased or owned), contracts, deeds, licenses, instruments of transfer and other documents in the ordinary course of business on behalf of Royal;

(ii) to employ, retain, consult with and dismiss such personnel as may be required;

(iii) to establish and enforce limits of authority and internal controls with respect to all personnel and functions;

(iv) to engage attorneys, consultants, accountants and other agents, professionals and representatives of and for Royal;

(v) to develop or cause to be developed accounting procedures for the maintenance of Royal's books of account;

(vi) to make tax elections in a manner which, unless the members otherwise agree, will maximize or accelerate tax deductions or minimize or defer taxable income;

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- (vii) to make the selection of the type of technology used in the business or changes to such technology;
- (viii) to make pricing decisions with respect to products and services offered pursuant to the business;
- (ix) to change the fiscal year of Royal ;
- (x) to employ, discharge or replace any manager for any or all of the Royal systems;
- (xi) to determine the trademarks under which Royal will market its services; and
- (xii) to do all such other acts as shall be specifically authorized in the LLC Agreement or by the members unanimously in writing from time to time.

Other key provisions of the LLC Agreement relating to C9's *de jure* and *de facto* control over Royal are summarized below:

a. **Expressed Intent, Covenants and Warranties** – Section 6.1(a) of the LLC Agreement expressly provides that C9 shall be vested with control of Royal within the meaning of Sections 1.2110 and 24.720 of the FCC's rules. If questions arise as to whether the LLC Agreement is consistent with those rules, the LLC Agreement requires the parties to cooperate in a good faith effort to reform the LLC Agreement in a manner consistent with those rules. Section 4.1 of the LLC Agreement also contains various covenants designed to ensure Royal's continued eligibility as a very small business DE to the extent necessary under the FCC's rules. Under Section 3.2, C9 has represented and warranted that it meets the requirements as a DE.

b. **Preservation Of C9 Control of Management Committee** – As earlier noted, Royal is managed by a five (5) member Committee, three members of which are appointed by C9 and two of which are appointed by GWI and MetroPCS, Inc. respectively. Recognizing that every Committee member will be deemed a "controlling interest" of Royal, Section 6.1(c) of the LLC Agreement provides that no Committee member may be appointed if the member would create affiliations that would result in Royal not qualifying as a VSB DE. At present, Robert Gerard is the only Committee member appointed by C9. Section 6.1(c) of the LLC Agreement provides that the Chairman (Mr. Gerard) has the authority to cast the vote of any C9 Committee member whose seat is vacant. Accordingly, Mr. Gerard has three votes on any matter coming before the Committee. Section 6.1(b) provides that C9 appoints the Chair of the Committee and Mr. Gerard is the Chair. The two members appointed by GWI and MetroPCS, Inc. are Russell C. Filbey and Scott D. Hanna. Section 6.1(d) provides that C9 has complete discretion with respect to the designation and replacement of its Management Committee members.

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c. C9 Control of Officer Selection - Section 6.12 of the LLC Agreement provides that Royal shall have a CEO and such other officers as the Committee shall deem appropriate to carry out the business of Royal. Mr. Gerard has been designated as the CEO. All other officers are elected by a majority of the Committee controlled by C9 and Mr. Gerard. They are removed in similar fashion.

d. Capital Contributions - As noted above in connection with a description of the Credit Agreements, initial cash contributions to Royal were made by C9, GWI and MetroPCS, Inc. in proportion to their respective percentage interests. Section 9.1(c) of the LLC Agreement requires C9 obligation to contribute additional cash to Royal in proportion to the value of the licenses won in the Auction and is capped at such time as C9 was contributed a total of \$5,000,000. Under all circumstances, C9 is required to contribute at least \$2,000,000 and given the cost of the licenses won, Mr. Gerard will be required to contribute in total \$3,000,000. None of the funds being invested in Royal by C9 have been loaned or provided (or will be loaned or provided) to C9 or to Mr. Gerard by MetroPCS Communications or any of its affiliates.

Section 9.1(e) of the LLC Agreement contains a provision permitting Royal to be funded in part through the contribution by GWI of certain spectrum held by GWI in San Francisco ("Disaggregated Spectrum"). The Disaggregated Spectrum may be utilized in an effort to effectuate a "like-kind exchange" transaction through which the Disaggregated Spectrum is, subject to any required FCC approval, sold to a third party, through a Qualified Intermediary ("QI"), and replacement property of equal or greater value is acquired at the option of Royal through the QI from the Commission at the Auction. However, the Royal Committee, on February 18, 2005, unanimously decided not to exercise that option. A related Capital Contribution Agreement, dated November 24, 2004, between Royal and GWI to implement Section 9.1(e) also was terminated by mutual agreement of the parties effective February 18, 2005.³ As a result, the LLC Agreement will be amended to reflect the decision of the Royal Committee and the termination of the Capital Contribution Agreement.

e. Transfer Rights and Restrictions - In order to maintain Royal's DE qualifications and maintain stability in its operations, C9, MetroPCS, Inc. and GWI have agreed under Section 5.1(a) of the LLC Agreement that, except under limited circumstances, they shall not transfer, without prior written consent, any or all of their respective interests in Royal until the fifth anniversary of the LLC Agreement. Section 5.1(b) permits C9, MetroPCS, Inc. and GWI, subject to compliance with any Commission requirements, to transfer all but no less than all of their respective membership interests to one or more of their respective affiliates without prior written consent. GWI also is allowed to transfer its interests to any person to which

³ As a result, certain FCC assignment applications relating to the Disaggregated Spectrum were withdrawn.

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GWI is assigning or transferring all or substantially all of the FCC authorizations previously issued to GWI, provided such assignment or transfer is approved by the Commission. For similar reasons, Section 5.3(a) of the LLC Agreement also restricts Royal's right to sell the assets of the LLC prior to the date on which Royal has satisfied the construction requirements, except in the ordinary course of the operation of the wireless systems built pursuant to the licenses obtained in Auction No.58.

f. **C9 Put Right** - Under Section 5.4 of the LLC Agreement, C9 also has the right, but not the obligation, to put its interest in Royal to GWI (the "Put") after the fifth, sixth or seventh year after grant of Auction 58 licenses obtained by Royal, at prices established in the LLC Agreement. The Put has been patterned after similar rights approved by the Commission in other DE arrangements. C9 may exercise this Put unilaterally, subject only to obtaining FCC consent before closing. Neither GWI nor MetroPCS, Inc. have an option or "call" right with respect to C9's interest in Royal. The LLC Agreement permits C9, subject to FCC approval, to transfer its interests to a third party after the DE eligibility restrictions no longer apply. GWI does have certain rights of first refusal with regard to a proposed sale by C9 of its membership interests in Royal. Again, the rights of first refusal have been patterned after similar rights approved by the Commission in other DE arrangements.

g. **Investor Protection Provisions** - In order to protect the legitimate interests of the non-controlling investors, certain specified major corporate actions require more than a simple majority vote of the Committee. These super-majority provisions are patterned after non-controlling investor protections previously found by the FCC to be appropriate in DE arrangements. Under Section 6.1(g) of the LLC Agreement, the approval of 66-2/3% of the Management Committee members is required to take action with respect to the following major matters:

- (i) the acquisition by Royal of any new spectrum licenses, other than in the ordinary course of business;
- (ii) changes in accounting methodology;
- (iii) approval of annual financial statements;
- (iv) changes in the compensation for Royal senior management, except for routine cost-of-living adjustments in the ordinary course of business;
- (v) adoption of any equity incentive compensation plan or scheme;
- (vi) any sale, lease, exchange, transfer or disposal of any licenses, except as otherwise expressly provided in the LLC Agreement;

- (vii) expenditures in excess of \$1 million so long as no MetroPCS Party (as defined in the LLC Agreement) is in default under any credit agreement;
- (viii) the incurrence of indebtedness in any single transaction or series of related transactions that is in an amount in excess of \$5 million or otherwise significantly encumbering Royal Assets so long as no MetroPCS Party is in default under the terms of any credit agreement;
- (ix) the direct or indirect sale, lease, exchange, transfer, disposal or other disposition of any beneficial or economic interest in any Royal asset or business in any single transaction or series of related transactions with a market value in excess of \$1 million except as otherwise expressly provided in the LLC Agreement;
- (x) any fundamental change in Royal's corporate or capital structure, including a merger, consolidation or dissolution, or conversion to a corporation;
- (xi) any transaction not in the ordinary course of business;
- (xii) the election to require GWI to contribute the San Francisco license to Royal;⁴
- (xiii) any material amendments to the organizational documents of Royal;
- (xiv) increasing or decreasing the size of the Committee;
- (xv) any material change in the business of Royal;
- (xvi) any deviation of more than ten percent from the aggregate annual budget approved by the Committee or any deviation of more than \$500,000 from any line item in such annual budget; the declaration of any distributions other than as expressly provided in the LLC Agreement;
- (xvii) the redemption or repurchase of any membership interests;
- (xviii) the appointment of a liquidating trustee in the event of a liquidation of Royal or the voluntary initiation or continuation by Royal of bankruptcy or liquidation proceedings; and
- (xix) the admission of any additional members or the issuance of any new or additional membership interests or any option, warrant or other debt or

⁴ As stated above, on February 18, 2005, Royal elected not to exercise its right to require the contribution of the San Francisco License and the Capital Contribution Agreement was terminated.

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equity interest convertible into or evidencing the right to acquire any membership interest in Royal Street, except as otherwise expressly provided in the Agreement.

h. **Rights Of First Refusal** - Under Section 5.2 of the LLC Agreement, GWI has a right of first refusal in connection with the proposed sale of Royal member units not held by GWI, MetroPCS, Inc. or their affiliates to third parties. In the context of such a proposed sale GWI may also designate another person to purchase the member interests. The right of first refusal also applies to a subsequent purchaser of the member interests involved. Section 5.3 provides GWI with a similar right of first refusal with respect to the sale of Royal's assets (e.g., licenses) after satisfaction of the Commission's construction requirements.

i. **Other Relevant Provisions** - Under the LLC Agreement, profits, losses and distributions are shared in accordance with each member's equity interest in Royal. Royal is required to produce annual, quarterly and monthly statements and maintain books and records. In addition, the members are required to indemnify each other for breaches of their respective representations, warranties and covenants. There also are provisions addressing the members' rights where a breach by any member results in Royal Street losing its status as a VSB or Royal otherwise loses that status.

3. **Bidding Protocol Agreement ("BPA")**

The BPA described previously governed Royal's participation in the bidding process during Auction No. 58. Under Section 2.1 the majority of the Auction Committee, which directed Royal's participation in the Auction, was appointed by C9. C9 also designated the Chair of the Auction Committee, which was Mr. Gerard.

Section 2.3 provides that Auction Committee decisions were made by simple majority vote except a unanimous vote was required to (i) increase a bid for a particular license by more than the minimum amount required by the FCC rules, (ii) add or delete licenses from the targeted markets, (iii) submit bids for licenses in other than the targeted markets, (iv) increase the authorized bid limits, (v) withdraw any bid placed in Auction No. 58 and (vi) to exercise a waiver during Auction No. 58.

4. **Services Agreement**

Royal has entered into a Services Agreement, dated November 24, 2004, with MetroPCS Wireless, Inc. ("MetroPCS Wireless"). The Services Agreement, which is modeled after similar agreements approved by the Commission in other DE application situations, expressly maintains the *de jure* and *de facto* control of Royal and C9 over the construction and operation of all wireless facilities owned and operated by Royal following Auction No. 58. To that end, the Services Agreement expressly provides, among other things, in Section 2.1, that:

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ROYAL STREET COMMUNICATIONS, LLC
FCC FORM 601
EXHIBIT E: AGREEMENTS & OTHER INSTRUMENTS
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"[I]t is the Parties' express intention, understanding and agreement that the Management Committee and officers of Royal..., acting pursuant to the authority granted them under the LLC Agreement or by the Management Committee, shall retain authority and ultimate control over the day-to-day operations of Royal...; the determination and implementation of policy and business strategy; the preparation and filing of all materials with the FCC and other Governmental Entities; the employment, supervision and dismissal of all personnel providing services under this Agreement; the payment of all financial obligations and operating expenses (except for Out-of-Pocket Expenses); and the negotiation of all contracts to be entered into by Royal... . The Parties agree that Royal... shall retain Unfettered Access to all Equipment and Facilities associated with the Royal Street Systems and shall receive all monies and profits and bear the risk of loss from the operation of the Royal... Systems."⁵

Under the Services Agreement, MetroPCS Wireless agrees to provide to Royal, at Royal's request and under Royal's direction and control, certain engineering, technical and support services in order to enable Royal to construct and operate wireless systems that are technically and operationally compatible with the MetroPCS systems. As part of the Services Agreement, MetroPCS Wireless also has agreed to purchase a portion of the capacity of the Royal systems on a wholesale basis as described in greater detail below.

a. **Support Services** - Section 3.1 of the Services Agreement provides that MetroPCS Wireless is obligated upon request to assist Royal, at all time under Royal's direction and control, by providing or arranging for the following: (1) administrative, accounting, billing, credit, collection, insurance, purchasing, clerical, and such other general services as may be necessary to administer the Royal systems; (2) operational, engineering, maintenance, repair and such other technical services as may be necessary to operate the Royal systems; and (3) the negotiation of intercarrier arrangements and other transactions necessary to construct and operate the systems with respect to the licenses. In order to permit Royal to have the benefit of MetroPCS Wireless' discounts from vendors of telecommunications infrastructure and in order to enhance the purchasing power of MetroPCS Wireless with vendors by increasing the volume of the MetroPCS Wireless purchases from the vendors, under Section 5.1(h) of the Services Agreements the equipment and facilities required by Royal to operate the Royal Street systems may, upon request of Royal, be acquired by MetroPCS Wireless and leased to Royal pursuant to a standard Master Equipment and Facilities Lease Agreement ("Equipment Lease"). Royal would have unfettered use of and unimpaired access to the leased equipment in accordance with FCC requirements. Pricing on the Equipment Lease would be based upon the equipment cost plus a commercially reasonable rate of return.

⁵ Capitalized terms are defined in the LLC Agreement.

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EXHIBIT E: AGREEMENTS & OTHER INSTRUMENTS
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- b. Budgets and Business Plans - MetroPCS Wireless will provide the services pursuant to annual budgets and business plans approved by the Committee or a planning or construction group selected by the Committee. Approval of the budgets and business plans is in the sole discretion of the Committee.
- c. Support Services Fees - Under the Services Agreement Royal has agreed to pay MetroPCS Wireless a monthly support services fee (the "Monthly Fee") beginning with the initial license grant date. The total amount of the fee will depend upon the number of licenses granted to Royal as a result of the Auction. Upon Royal's commencement of commercial services, Royal shall pay a support services fee to MetroPCS Wireless comparable to those approved in other DE arrangements which is the greater of the Monthly Fee or 5% of gross revenues. Royal also will reimburse MetroPCS Wireless for all out-of-pocket expenses incurred in its performance under the Services Agreement.
- d. Wholesale Services - Royal initially plans to sell wireless capacity on a wholesale basis. MetroPCS Wireless has agreed to purchase a portion of the wholesale capacity from Royal in each market where Royal operates. The wholesale purchase obligation is on a "take-or-pay" basis, meaning that MetroPCS is obligated to pay for a certain minimum percentage of the engineered capacity of the Royal systems regardless of the number of customers that MetroPCS has in service. This purchase will assist Royal in funding the construction and operation of its systems. The minimum engineered capacity MetroPCS is obligated to purchase increases over each of the first three years of the Royal system operation, as follows: (1) in year 1, MetroPCS shall pay for a minimum of 25% of the capacity; (2) in year 2, MetroPCS Wireless shall pay for a minimum of 50% of the engineered capacity; and, (3) in year 3, MetroPCS Wireless shall pay for a minimum of 85% of the capacity. Royal retains the right to utilize the remaining engineered system capacity in each market to provide wholesale and retail services to other Royal customers.
- e. Wholesale Services Fees - MetroPCS Wireless shall pay Royal a monthly wholesale services fee based on minutes of use, with the per minute rate declining at higher levels of monthly usage (e.g. above 49,999,999 monthly minutes of use).
- f. Term, Renewal and Termination - The Services Agreement has a term of ten years following the license grant date of whichever Auction No. 58 license granted to Royal carries the latest expiration date. The Services Agreement automatically renews for successive five year terms unless either party gives written notice of an intention not to renew at least twenty-four months prior to the end of the initial ten year term. Royal may terminate the support services portion of the Services Agreement at will on one year's advanced written notice. MetroPCS Wireless's access to wholesale capacity continues, however, even if MetroPCS Wireless's services to Royal are terminated, subject to the terms of the Services Agreement governing the provision of the wholesale services.

Either party may terminate the Services Agreement: (1) on thirty days written notice following a material non-monetary breach that is not cured within ten days; (2) on twenty days notice following a material monetary breach that is not cured within ten days of written notice; or (3) on five days written notice in the event that the non-terminating party becomes bankrupt or insolvent.

Royal may terminate the Services Agreement: (1) on thirty days written notice if a material license of Royal is revoked, terminated or canceled by the Commission or is not renewed due to any act or omission by MetroPCS Wireless; (2) on sixty days written notice if MetroPCS Wireless deploys equipment or facilities that preclude Royal Street from providing seamless and interoperable PCS service in a designated market, will cause interference to the operation of the Royal Street system or will materially degrade the quality of Royal's PCS service; or (3) on five days notice if MetroPCS Wireless is found by the Commission to lack qualifications to be a CMRS licensee.

MetroPCS Wireless may terminate the Services Agreement if Royal materially breaches one of the Credit Agreements or the Equipment and Facilities Lease Agreement and MetroPCS Wireless validly terminates such agreement in accordance with its terms.

5. Letter of Credit Agreement

Several of the financial obligations of GWI to Royal, including the obligation to purchase the C9 interest in the event of an exercise of the Put described above, are secured by letters of credit ("LC") as set forth in a Letter of Credit Agreement (the "LOC Agreement") by and between GWI and C9. GWI is obligated to issue the requisite LCs through one of its major banks, such as JP Morgan or Chase (the "Bank"). The LCs can be drawn upon by Royal in the event that GWI fails to honor various financial obligations to Royal. The LCs expire on the sixth anniversary of the license grant date, or earlier if C9 has been paid for its put by GWI or its affiliates.

6. Capital Contribution Agreement

A Capital Contribution Agreement by and between GWI and Royal, dated November 24, 2004, required GWI, at Royal's request, to contribute all or any portion of the Disaggregated Spectrum to Royal upon Royal's request, subject to formal approval from the Commission of such assignment. In the event that Royal Street has not exercised its right to request such contribution on or prior to December 31, 2005 the Capital Contribution Agreement terminates in its entirety and GWI would have no further obligations thereunder.

As noted above, the Capital Contribution Agreement was terminated by the parties thereto effective February 18, 2005.

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EXHIBIT E: AGREEMENTS & OTHER INSTRUMENTS
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7. Credit Agreements

As previously explained above, if Royal needs funds in excess of its cash capital contributions, it may draw upon lines of credit from MetroPCS Communications and MetroPCS, Inc. ("Lenders") for the purpose of acquiring licenses in Auction 58. In the early stages of the loans (e.g., prior to system construction) interest payments are deferred and all accrued interest is added to principal. The loans mature 7.5 years after the execution of the Credit Agreements. Interest accrues on the loans at a market rate, compounded quarterly unless the Services Agreement is terminated, in which case the interest rate increases. Royal may prepay the loans at any time without penalty.

If Royal is not awarded any licenses in Auction No. 58, it must repay any loans made under the Credit Agreements to enable Royal to participate in the auction.

To secure Royal's obligations under the Credit Agreements, Lenders will receive a security interest in Royal's assets consistent with the limitations under the FCC's rules. These security interests are granted pursuant to a Security Agreement and a Pledge Agreement.

* * * * *

The foregoing descriptions are intended to provide the Commission with an understanding of the overall transaction and a summary of key provisions. Copies of the complete agreements will be supplied to the Commission staff upon request. Because the parties consider some aspects of agreements to be confidential, the Royal will request confidential treatment if and when the agreements are filed.

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EXHIBIT H: GEOGRAPHIC OVERLAP STATEMENT
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EXHIBIT H: GEOGRAPHIC OVERLAP STATEMENT

None of the spectrum to be acquired by Royal Street Communications, LLC ("Royal") as a result of Auction 58 would create a geographic overlap with other spectrum in which Royal, or any affiliate of Royal, already holds a direct or indirect interest (of 10 percent or more), either as a licensee or spectrum lessee, and which spectrum also could be used to provide inter-connected mobile voice and/or data services.

**FCC 602
Main Form**

**FCC Ownership Disclosure Information for the
Wireless Telecommunications Services**

Approved by OMB
3060 - 0799
See instructions for
Public burden estimate
Submitted
03/22/2005 at 6:03 PM
File Number:
0002096140

Filing Type

1a) <input checked="" type="checkbox"/> Current Filing	<input type="checkbox"/> Proposed Filing
1b) Is the purpose of this filing to report cellular cross-ownership holdings required pursuant to section 1.919 of the Commission's Rules? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If 'Yes', provide an exhibit with this filing that identifies the Rural Service Area market(s) involved, as well as the cellular licensee of which the filer has acquired direct or indirect ownership interest of 10% or greater.	

Filer Information

2) First Name (if individual):	MI:	Last Name:	Suffix:
3) Filer Name (if entity): Royal Street Communications, LLC		4) FCC Registration Number (FRN): 12198735	

5) Contact Information

Name and Address: 2550 M Street, N.W. Washington DC 20037 Attn: Paul C. Besozzi, Esq.	Telephone Number: 202-457-5292 Fax Number: 202-457-6315 E-mail Address: pbsozzi@pattonboggs.com
--	--

Related FCC Regulated Businesses of Filer

6a) Name of all FCC-Regulated Businesses owned by Filer (use additional sheets, if necessary):	6b) Principal Business:	6c) FCC Registration Number (FRN):	6d) Percent of Interest Held:
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Signature

7) Typed or Printed Name of Party Authorized to Sign

First Name: Robert	MI: A	Last Name: Gerard	Suffix:
Title: Chairman, Management Committee and CEO			
Signature: Robert A Gerard			Date: 3/22/2005
WILLFUL FALSE STATEMENTS MADE ON THIS FORM OR ANY ATTACHMENTS ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT (U.S. Code, Title 18, Section 1001) AND/OR REVOCATION OF ANY STATION LICENSE OR CONSTRUCTION PERMIT (U.S. Code, Title 47, Section 312(a)(1) AND/ OR FORFEITURE (U.S. Code, Title 47, Section 503).			

FCC 602 Main Form
March 2005

**FCC 602
Schedule A**

**FCC Ownership Disclosure Information for the
Wireless Telecommunications Services**

Approved by OMB
3060 - 0799
See instructions for
Public burden estimate

Schedule for Disclosable Interest Holders

Disclosable Interest Holder Information (complete as many as required to describe all disclosable interest holders)

1) Disclosable Interest Holder's First Name (if individual):	MI:	Last Name:	Suffix:
2) Disclosable Interest Holder's Name (if entity): C9 Wireless, LLC		3) FCC Registration Number(FRN): 12216529	
4) Disclosable Interest Holder's Address: PO Box 2365 Southampton NY 11969			
5) Type of Interest in Filer () (refer to instructions for a list of codes): Direct Ownership Interest in Filer	6) Disclosable Interest Holder is a (n): () (refer to instructions for list of codes): Limited Liability Company		7) Percent of Interest Held in Filer: 15
8) Disclosable Interest Holder's Type of Ownership () (refer to instructions for a list of codes): Membership Shares		9) Disclosable Interest Holder's Country of Citizenship or Jurisdiction of Formation: United States US	

Related FCC Regulated Businesses of Disclosable Interest Holders (repeat for each interest holder identified)

10a) Name and address of all FCC-Regulated Businesses owned by the Disclosable Interest Holder listed in Item 1 or 2 (use additional sheets, if necessary)	10b) Principle Business	10c) FCC Registration Number(FRN)	10d) Percent of Interest Held

**FCC 602
Schedule A**

**FCC Ownership Disclosure Information for the
Wireless Telecommunications Services**

Approved by OMB
3060 - 0799
See instructions for
Public burden estimate

Schedule for Disclosable Interest Holders

Disclosable Interest Holder Information (complete as many as required to describe all disclosable interest holders)

1) Disclosable Interest Holder's First Name (if individual):	MI:	Last Name:	Suffix:
2) Disclosable Interest Holder's Name (if entity): GWI PCS1, Inc.		3) FCC Registration Number(FRN): 1658335	
4) Disclosable Interest Holder's Address: 8144 Walnut Hill Lane, Suite 800 Dallas TX 75231			
5) Type of Interest in Filer () (refer to instructions for a list of codes): Direct Ownership Interest in Filer	6) Disclosable Interest Holder is a (n): () (refer to instructions for list of codes): Corporation		7) Percent of Interest Held in Filer: 75
8) Disclosable Interest Holder's Type of Ownership () (refer to instructions for a list of codes): Membership Shares		9) Disclosable Interest Holder's Country of Citizenship or Jurisdiction of Formation: United States US	

Related FCC Regulated Businesses of Disclosable Interest Holders (repeat for each interest holder identified)

10a) Name and address of all FCC-Regulated Businesses owned by the Disclosable Interest Holder listed in Item 1 or 2 (use additional sheets, if necessary)	10b) Principle Business	10c) FCC Registration Number(FRN)	10d) Percent of Interest Held

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Schedule for Disclosable Interest Holders

Disclosable Interest Holder Information (complete as many as required to describe all disclosable interest holders)

1) Disclosable Interest Holder's First Name (if individual):	MI:	Last Name:	Suffix:
2) Disclosable Interest Holder's Name (if entity): MetroPCS, Inc.		3) FCC Registration Number(FRN): 5824974	
4) Disclosable Interest Holder's Address: 8144 Walnut Hill Lane, Suite 800 Dallas TX 75231			
5) Type of Interest in Filer () (refer to instructions for a list of codes): Direct Ownership Interest in Filer Indirect Ownership Interest in Filer	6) Disclosable Interest Holder is a (n): () (refer to instructions for list of codes): Corporation		7) Percent of Interest Held in Filer: 85
8) Disclosable Interest Holder's Type of Ownership () (refer to instructions for a list of codes): Common Stock/Voting Membership Shares		9) Disclosable Interest Holder's Country of Citizenship or Jurisdiction of Formation: United States US	

Related FCC Regulated Businesses of Disclosable Interest Holders (repeat for each interest holder identified)

10a) Name and address of all FCC-Regulated Businesses owned by the Disclosable Interest Holder listed in Item 1 or 2 (use additional sheets, if necessary)	10b) Principle Business	10c) FCC Registration Number(FRN)	10d) Percent of Interest Held
GW PCS1, Inc.	CMRS	1658335	100
GW PCS10, Inc.	CMRS	1658160	100

10a) Name and address of all FCC-Regulated Businesses owned by the Disclosable Interest Holder listed in Item 1 or 2 (use additional sheets, if necessary)	10b) Principle Business	10c) FCCRegistration Number(FRN)	10d)Percent of Interest Held
GWI PCS11, Inc.	CMRS	1658145	100
GWI PCS12, Inc.	CMRS	1658137	100
GWI PCS13, Inc.	CMRS	1658111	100
GWI PCS14, Inc.	CMRS	1658095	100
GWI PCS2, Inc.	CMRS	1658319	100
GWI PCS3, Inc.	CMRS	1658293	100
GWI PCS4, Inc.	CMRS	1658277	100
GWI PCS5, Inc.	CMRS	1658251	100
GWI PCS6, Inc.	CMRS	1658236	100
GWI PCS7, Inc.	CMRS	1658210	100
GWI PCS8, Inc.	CMRS	1658194	100
GWI PCS9, Inc.	CMRS	1658178	100
MetroPCS California/Florida, Inc.	CMRS	6285167	100

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Schedule for Disclosable Interest Holders

Disclosable Interest Holder Information (complete as many as required to describe all disclosable interest holders)

1) Disclosable Interest Holder's First Name (if individual): Robert	MI: A	Last Name: Gerard	Suffix:
2) Disclosable Interest Holder's Name (if entity):		3) FCC Registration Number(FRN): 5178785	
4) Disclosable Interest Holder's Address: PO Box 2365 Southampton NY 11969			
5) Type of Interest in Filer () (refer to Instructions for a list of codes): Indirect Ownership Interest in Filer Officer Key Management Personnel	6) Disclosable Interest Holder is a (n): () (refer to Instructions for list of codes): Individual		7) Percent of Interest Held in Filer: 15
8) Disclosable Interest Holder's Type of Ownership () (refer to instructions for a list of codes): Membership Shares		9) Disclosable Interest Holder's Country of Citizenship or Jurisdiction of Formation: United States US	

Related FCC Regulated Businesses of Disclosable Interest Holders (repeat for each interest holder identified)

10a) Name and address of all FCC-Regulated Businesses owned by the Disclosable Interest Holder listed in Item 1 or 2 (use additional sheets, if necessary)	10b) Principle Business	10c) FCC Registration Number(FRN)	10d) Percent of Interest Held

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Schedule for Disclosable Interest Holders

Disclosable Interest Holder Information (complete as many as required to describe all disclosable interest holders)

1) Disclosable Interest Holder's First Name (if individual):	MI:	Last Name:	Suffix:
2) Disclosable Interest Holder's Name (if entity): MetroPCS Communications, Inc.		3) FCC Registration Number(FRN): 10623304	
4) Disclosable Interest Holder's Address: 8144 Walnut Hill Lane, Suite 800 Dallas TX 75231			
5) Type of Interest in Filer () (refer to instructions for a list of codes): Indirect Ownership Interest in Filer	6) Disclosable Interest Holder is a (n): () (refer to instructions for list of codes): Corporation	7) Percent of Interest Held in Filer: 85	
8) Disclosable Interest Holder's Type of Ownership () (refer to instructions for a list of codes): Common Stock/Voting	9) Disclosable Interest Holder's Country of Citizenship or Jurisdiction of Formation: United States US		

Related FCC Regulated Businesses of Disclosable Interest Holders (repeat for each interest holder identified)

10a) Name and address of all FCC-Regulated Businesses owned by the Disclosable Interest Holder listed in Item 1 or 2 (use additional sheets, if necessary)	10b) Principle Business	10c) FCC Registration Number(FRN)	10d) Percent of Interest Held
GWI PCS1, Inc.	CMRS	1658335	100
GWI PCS10, Inc.	CMRS	1658160	100

10a) Name and address of all FCC-Regulated Businesses owned by the Disclosable Interest Holder listed in Item 1 or 2 (use additional sheets, if necessary)	10b) Principle Business	10c) FCCRegistration Number(FRN)	10d)Percent of Interest Held
GWI PCS11, Inc.	CMRS	1658145	100
GWI PCS12, Inc.	CMRS	1658137	100
GWI PCS13, Inc.	CMRS	1658111	100
GWI PCS14, Inc.	CMRS	1658095	100
GWI PCS2, Inc.	CMRS	1658319	100
GWI PCS3, Inc.	CMRS	1658293	100
GWI PCS4, Inc.	CMRS	1658277	100
GWI PCS5, Inc.	CMRS	1658251	100
GWI PCS6, Inc.	CMRS	1658236	100
GWI PCS7, Inc.	CMRS	1658210	100
GWI PCS8, Inc.	CMRS	1658194	100
GWI PCS9, Inc.	CMRS	1658178	100
MetroPCS California/Florida, Inc.	CMRS	6285167	100

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Schedule for Disclosable Interest Holders

Disclosable Interest Holder Information (complete as many as required to describe all disclosable interest holders)

1) Disclosable Interest Holder's First Name (if individual):	MI:	Last Name:	Suffix:
2) Disclosable Interest Holder's Name (if entity): MetroPCS Wireless, Inc.		3) FCC Registration Number(FRN): 9990011	
4) Disclosable Interest Holder's Address: 8144 Walnut Hill Lane, Suite 800 Dallas TX 75231			
5) Type of Interest in Filer () (refer to instructions for a list of codes): Indirect Ownership Interest in Filer	6) Disclosable Interest Holder is a (n): () (refer to instructions for list of codes): Corporation		7) Percent of Interest Held in Filer: 75
8) Disclosable Interest Holder's Type of Ownership () (refer to instructions for a list of codes): Common Stock/Voting		9) Disclosable Interest Holder's Country of Citizenship or Jurisdiction of Formation: United States US	

Related FCC Regulated Businesses of Disclosable Interest Holders (repeat for each interest holder identified)

10a) Name and address of all FCC-Regulated Businesses owned by the Disclosable Interest Holder listed in Item 1 or 2 (use additional sheets, if necessary)	10b) Principle Business	10c) FCC Registration Number(FRN)	10d) Percent of Interest Held
GWI PCS1, Inc.	CMRS	1658335	100
GWI PCS10, Inc.	CMRS	1658160	100

10a) Name and address of all FCC-Regulated Businesses owned by the Disclosable Interest Holder listed in Item 1 or 2 (use additional sheets, if necessary)	10b) Principle Business	10c) FCC Registration Number(FRN)	10d) Percent of Interest Held
GWI PCS11, Inc.	CMRS	1658145	100
GWI PCS12, Inc.	CMRS	1658137	100
GWI PCS13, Inc.	CMRS	1658111	100
GWI PCS14, Inc.	CMRS	1658095	100
GWI PCS3, Inc.	CMRS	1658293	100
GWI PCS4, Inc.	CMRS	1658277	100
GWI PCS5, Inc.	CMRS	1658251	100
GWI PCS6, Inc.	CMRS	1658236	100
GWI PCS7, Inc.	CMRS	1658210	100
GWI PCS8, Inc.	CMRS	1658194	100
GWI PCS9, Inc.	CMRS	1658178	100
MetroPCS California/Florida, Inc.	CMRS	6285167	100

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Approved by OMB
3060 – 0799
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Public burden estimate

Schedule for Disclosable Interest Holders

Disclosable Interest Holder Information (complete as many as required to describe all disclosable interest holders)

1) Disclosable Interest Holder's First Name (if individual):	MI:	Last Name:	Suffix:
2) Disclosable Interest Holder's Name (if entity): MetroPCS California/Florida, Inc.		3) FCC Registration Number(FRN): 6285167	
4) Disclosable Interest Holder's Address: 8144 Walnut Hill Lane, Suite 800 Dallas TX 75231			
5) Type of Interest in Filer () (refer to Instructions for a list of codes): Indirect Ownership Interest in Filer	6) Disclosable Interest Holder is a (n): () (refer to instructions for list of codes): Corporation	7) Percent of Interest Held in Filer: 75	
8) Disclosable Interest Holder's Type of Ownership () (refer to instructions for a list of codes): Common Stock/Voting		9) Disclosable Interest Holder's Country of Citizenship or Jurisdiction of Formation: United States US	

Related FCC Regulated Businesses of Disclosable Interest Holders (repeat for each interest holder identified)

10a) Name and address of all FCC-Regulated Businesses owned by the Disclosable Interest Holder listed in Item 1 or 2 (use additional sheets, if necessary)	10b) Principle Business	10c) FCCRegistration Number(FRN)	10d)Percent of Interest Held
GWI PCS1, Inc.	CMRS	1658335	100
GWI PCS3, Inc.	CMRS	1658293	100

10a) Name and address of all FCC-Regulated Businesses owned by the Disclosable Interest Holder listed in Item 1 or 2 (use additional sheets, if necessary)	10b) Principle Business	10c) FCCRegistration Number(FRN)	10d)Percent of Interest Held
GWI PCS4, Inc.	CMRS	1658277	100
GWI PCS5, Inc.	CMRS	1658251	100
GWI PCS6, Inc.	CMRS	1658236	100
GWI PCS10, Inc.	CMRS	1658160	100
GWI PCS11, Inc.	CMRS	1658145	100
GWI PCS12, Inc.	CMRS	1658137	100
GWI PCS13, Inc.	CMRS	1658111	100
GWI PCS14, Inc.	CMRS	1658095	100

FCC 602
Schedule A

FCC Ownership Disclosure Information for the
Wireless Telecommunications Services

Approved by OMB
3060 - 0799
See instructions for
Public burden estimate

Schedule for Disclosable Interest Holders

Disclosable Interest Holder Information (complete as many as required to describe all disclosable interest holders)

1) Disclosable Interest Holder's First Name (if individual):	MI:	Last Name:	Suffix:
2) Disclosable Interest Holder's Name (if entity): Accel IV, L.P.		3) FCC Registration Number(FRN): 10623304	
4) Disclosable Interest Holder's Address: 428 University Avenue Palo Alto CA 94301			
5) Type of Interest in Filer () (refer to Instructions for a list of codes): Indirect Ownership Interest in Filer	6) Disclosable Interest Holder is a (n): () (refer to instructions for list of codes): Limited Partnership		7) Percent of Interest Held in Filer: 15.64
8) Disclosable Interest Holder's Type of Ownership () (refer to instructions for a list of codes): Common Stock:Voting Preferred Stock:Voting,Convertible		9) Disclosable Interest Holder's Country of Citizenship or Jurisdiction of Formation: United States US	

Related FCC Regulated Businesses of Disclosable Interest Holders (repeat for each interest holder identified)

10a) Name and address of all FCC-Regulated Businesses owned by the Disclosable Interest Holder listed in Item 1 or 2 (use additional sheets, if necessary)	10b) Principle Business	10c) FCCRegistration Number(FRN)	10d)Percent of Interest Held
GWI PCS1, Inc.	CMRS	1658335	15.64
GWI PCS10, Inc.	CMRS	1658160	15.64

10a) Name and address of all FCC-Regulated Businesses owned by the Disclosable Interest Holder listed in Item 1 or 2 (use additional sheets, if necessary)	10b) Principle Business	10c) FCC Registration Number(FRN)	10d) Percent of Interest Held
GWI PCS11, Inc.	CMRS	1658145	15.64
GWI PCS12, Inc.	CMRS	1658137	15.64
GWI PCS13, Inc.	CMRS	1658111	15.64
GWI PCS14, Inc.	CMRS	1658095	15.64
GWI PCS2, Inc.	CMRS	1658319	15.64
GWI PCS3, Inc.	CMRS	1658293	15.64
GWI PCS4, Inc.	CMRS	1658277	15.64
GWI PCS5, Inc.	CMRS	1658251	15.64
GWI PCS6, Inc.	CMRS	1658236	15.64
GWI PCS7, Inc.	CMRS	1658210	15.64
GWI PCS8, Inc.	CMRS	1658194	15.64
GWI PCS9, Inc.	CMRS	1658178	15.64
MetroPCS California/Florida, Inc.	CMRS	6285167	15.64

**FCC 602
Schedule A**

**FCC Ownership Disclosure Information for the
Wireless Telecommunications Services**

Approved by OMB
3060 - 0799
See instructions for
Public burden estimate

Schedule for Disclosable Interest Holders

Disclosable Interest Holder Information (complete as many as required to describe all disclosable interest holders)

1) Disclosable Interest Holder's First Name (if individual):	MI:	Last Name:	Suffix:
2) Disclosable Interest Holder's Name (if entity): M/C Venture Partners V, LP		3) FCC Registration Number(FRN): 8507279	
4) Disclosable Interest Holder's Address: 75 State Street, Suite 2500 Boston MA 02109			
5) Type of Interest in Filer () (refer to instructions for a list of codes): Indirect Ownership Interest in Filer	6) Disclosable Interest Holder is a (n): () (refer to instructions for list of codes): Limited Partnership		7) Percent of Interest Held in Filer: 10.43
8) Disclosable Interest Holder's Type of Ownership () (refer to instructions for a list of codes): Preferred Stock: Voting, Convertible		9) Disclosable Interest Holder's Country of Citizenship or Jurisdiction of Formation: United States US	

Related FCC Regulated Businesses of Disclosable Interest Holders (repeat for each interest holder identified)

10a) Name and address of all FCC-Regulated Businesses owned by the Disclosable Interest Holder listed in Item 1 or 2 (use additional sheets, if necessary)	10b) Principle Business	10c) FCC Registration Number(FRN)	10d) Percent of Interest Held
Cavalier Telephone L.L.C.	CLEC	7157811	26.8
Harbor Guardband, LLC	700 MHz Guardband	8221236	46.8

10a) Name and address of all FCC-Regulated Businesses owned by the Disclosable Interest Holder listed in Item 1 or 2 (use additional sheets, if necessary)	10b) Principle Business	10c) FCCRegistration Number(FRN)	10d)Percent of Interest Held
Coral Wireless, L.L.C.	CMRS	9905860	23.16
Cleveland Unlimited License Sub, LLC	CMRS	12405064	42.17
Texas-11 Newco LLC	CMRS	12287553	47.19
Florida Digital Network, Inc. dba FDN Communications	CLEC	3724945	48.7
ICG Communications, Inc.	CLEC	1606300	37.84
Elantic Telecom, Inc.	Lit Fiber	13102439	37.6
GWI PCS1, Inc.	CMRS	1658335	10.43
GWI PCS10, Inc.	CMRS	1658160	10.43
GWI PCS11, Inc.	CMRS	1658145	10.43
GWI PCS12, Inc.	CMRS	1658137	10.43
GWI PCS13, Inc.	CMRS	1658111	10.43
GWI PCS14, Inc.	CMRS	1658095	10.43
GWI PCS2, Inc.	CMRS	1658319	10.43

10a) Name and address of all FCC-Regulated Businesses owned by the Disclosable Interest Holder listed in Item 1 or 2 (use additional sheets, if neccessary)	10b) Principle Business	10c) FCCRegistration Number(FRN)	10d)Percent of Interest Held
GWI PCS3, Inc.	CMRS	1658293	10.43
GWI PCS4, Inc.	CMRS	1658277	10.43
GWI PCS5, Inc.	CMRS	1658251	10.43
GWI PCS6, Inc.	CMRS	1658236	10.43
GWI PCS7, Inc.	CMRS	1658210	10.43
GWI PCS8, Inc.	CMRS	1658194	10.43
GWI PCS9, Inc.	CMRS	1658178	10.43
MetroPCS California/Florida, Inc.	CMRS	6285167	10.43

**FCC 602
Schedule A**

**FCC Ownership Disclosure Information for the
Wireless Telecommunications Services**

Approved by OMB
3060 - 0799
See instructions for
Public burden estimate

Schedule for Disclosable Interest Holders

Disclosable Interest Holder Information (complete as many as required to describe all disclosable interest holders)

1) Disclosable Interest Holder's First Name (if individual): Russell	MI: C	Last Name: Filbey	Suffix:
2) Disclosable Interest Holder's Name (if entity):		3) FCC Registration Number(FRN): 12219812	
4) Disclosable Interest Holder's Address: 8144 Walnut Hill Lane, Suite 800 Dallas TX 75231			
5) Type of Interest in Filer () (refer to Instructions for a list of codes): Key Management Personnel	6) Disclosable Interest Holder is a (n): () (refer to instructions for list of codes): Individual		7) Percent of Interest Held in Filer: 0
8) Disclosable Interest Holder's Type of Ownership () (refer to instructions for a list of codes): Other: Member of Management Committee		9) Disclosable Interest Holder's Country of Citizenship or Jurisdiction of Formation: United States US	

Related FCC Regulated Businesses of Disclosable Interest Holders (repeat for each interest holder identified)

10a) Name and address of all FCC-Regulated Businesses owned by the Disclosable Interest Holder listed in Item 1 or 2 (use additional sheets, if necessary)	10b) Principle Business	10c) FCC Registration Number(FRN)	10d) Percent of Interest Held

**FCC 602
Schedule A**

**FCC Ownership Disclosure Information for the
Wireless Telecommunications Services**

Approved by OMB
3060 - 0799
See instructions for
Public burden estimate

Schedule for Disclosable Interest Holders

Disclosable Interest Holder Information (complete as many as required to describe all disclosable interest holders)

1) Disclosable Interest Holder's First Name (if individual): Scott	MI: D	Last Name: Hanna	Suffix:
2) Disclosable Interest Holder's Name (if entity):		3) FCC Registration Number(FRN): 12220034	
4) Disclosable Interest Holder's Address: 8144 Walnut Hill Lane, Suite 800 Dallas TX 75231			
5) Type of Interest in Filer () (refer to Instructions for a list of codes): Key Management Personnel	6) Disclosable Interest Holder is a (n): () (refer to instructions for list of codes): Individual		7) Percent of Interest Held in Filer: 0
8) Disclosable Interest Holder's Type of Ownership () (refer to instructions for a list of codes): Other: Member of Management Committee		9) Disclosable Interest Holder's Country of Citizenship or Jurisdiction of Formation: United States US	

Related FCC Regulated Businesses of Disclosable Interest Holders (repeat for each interest holder identified)

10a) Name and address of all FCC-Regulated Businesses owned by the Disclosable Interest Holder listed in Item 1 or 2 (use additional sheets, if necessary)	10b) Principle Business	10c) FCC Registration Number(FRN)	10d) Percent of Interest Held

**FCC 602
Schedule A**

**FCC Ownership Disclosure Information for the
Wireless Telecommunications Services**

Approved by OMB
3060 - 0799
See instructions for
Public burden estimate

Schedule for Disclosable Interest Holders

Disclosable Interest Holder Information (complete as many as required to describe all disclosable interest holders)

1) Disclosable Interest Holder's First Name (if individual):	MI:	Last Name:	Suffix:
2) Disclosable Interest Holder's Name (if entity): M/C VP V LLC		3) FCC Registration Number(FRN): 13100110	
4) Disclosable Interest Holder's Address: 75 State Street Suite 2500 Boston MA 02109			
5) Type of Interest in Filer () (refer to Instructions for a list of codes): Indirect Ownership Interest in Filer	6) Disclosable Interest Holder is a (n): () (refer to instructions for list of codes): Limited Liability Company		7) Percent of Interest Held in Filer: 10.43
8) Disclosable Interest Holder's Type of Ownership () (refer to instructions for a list of codes): Preferred Stock;Voting,Convertible		9) Disclosable Interest Holder's Country of Citizenship or Jurisdiction of Formation: US MA	

Related FCC Regulated Businesses of Disclosable Interest Holders (repeat for each interest holder identified)

10a) Name and address of all FCC-Regulated Businesses owned by the Disclosable Interest Holder listed in Item 1 or 2 (use additional sheets, if necessary)	10b) Principle Business	10c) FCCRegistration Number(FRN)	10d)Percent of Interest Held
Cavaller Telephone L.L.C.	CLEC	7157811	26.8
Cleveland Unlimited License Sub, LLC	CMRS	12405064	42.17

10a) Name and address of all FCC-Regulated Businesses owned by the Disclosable Interest Holder listed in Item 1 or 2 (use additional sheets, if necessary)	10b) Principle Business	10c) FCCRegistration Number(FRN)	10d)Percent of Interest Held
Coral Wireless, L.L.C.	CMRS	9905860	23.16
Elantic Telecom, Inc.	Lit Fiber	13102439	37.6
Florida Digital Network, Inc. dba FDN Communications	CLEC	3724945	48.7
Harbor Guardband, LLC	700 MHz Guardband	8221236	46.8
ICG Communications, Inc.	CLEC	1606300	37.84
GWI PCS1, Inc.	CMRS	1658335	10.43
GWI PCS10, Inc.	CMRS	1658160	10.43
GWI PCS11, Inc.	CMRS	1658145	10.43
GWI PCS12, Inc.	CMRS	1658137	10.43
GWI PCS13, Inc.	CMRS	1658111	10.43
GWI PCS14, Inc.	CMRS	1658095	10.43
GWI PCS2, Inc.	CMRS	1658319	10.43
GWI PCS3, Inc.	CMRS	1658293	10.43

10a) Name and address of all FCC-Regulated Businesses owned by the Disclosable Interest Holder listed in Item 1 or 2 (use additional sheets, if necessary)	10b) Principle Business	10c) FCC Registration Number(FRN)	10d) Percent of Interest Held
GWI PCS4, Inc.	CMRS	1658277	10.43
GWI PCS5, Inc.	CMRS	1658251	10.43
GWI PCS6, Inc.	CMRS	1658236	10.43
GWI PCS7, Inc.	CMRS	1658210	10.43
GWI PCS8, Inc.	CMRS	1658194	10.43
GWI PCS9, Inc.	CMRS	1658178	10.43
MetroPCS California/Florida, Inc.	CMRS	6285167	10.43
Texas-11 Newco LLC	CMRS	12287553	47.19

Exhibit to Royal Street Communications, LLC Form 602, Schedule A

Exhibit to Schedule A re: M/C Venture Partners V, L.P.

An affiliated group of funds ("M/C Ventures") including Chestnut Venture Partners, M/C Venture Investors, L.L.C., M/C Venture Partners IV, L.P. and M/C Venture Partners V, L.P. (reflected on the Form 602 as M/C Venture Partners V, LP) holds in the aggregate a 10.43% ownership interest in MetroPCS Communications, Inc., an indirect 85% interest holder in the Filer, giving M/C Ventures a 10.43% indirect ownership interest in the Filer pursuant to Section 1.2112(a)(6) of the Commission's rules. Out of an abundance of caution, the interests of these funds have been aggregated in determining that the 10% reporting threshold was met.

Exhibit to Schedule A re: M/C VP V, L.L.C.

M/C VP V, L.L.C. is the general partner of M/C Venture Partners V, L.P., which (as part of the affiliated group of funds defined above as M/C Ventures) holds in the aggregate a 10.43% ownership interest in MetroPCS Communications, Inc., an indirect 85% interest holder in the Filer, giving M/C VP V, L.L.C. a 10.43% indirect ownership interest in the Filer pursuant to Section 1.2112(a)(6) of the Commission's rules. Out of an abundance of caution, the interests of these funds have been aggregated in determining that the 10% reporting threshold was met.

Exhibit to Schedule A re: Accel IV, L.P.

An affiliated group of funds ("Accel Ventures") including Accel Investors '94, L.P., Accel IV, L.P., Accel Keiretsu, L.P., Ellmore C. Patterson Partners, Prosper Partners, Accel VII L.P., Accel Internet Fund III L.P., Accel '99 L.P. and ACP Family Partnership L.P. (reflected on the Form 602 as Accel IV, L.P.) holds in the aggregate a 15.64% ownership interest in MetroPCS Communications, Inc., an indirect 85% interest holder in the Filer, giving Accel Ventures a 15.64% indirect ownership interest in the Filer pursuant to Section 1.2112(a)(6) of the Commission's rules. Out of an abundance of caution, the interests of these funds have been aggregated in determining that the 10% reporting threshold was met.